

TABLE TALKS OVER THE TEA CUPS.

Interesting and Instructive Items
for the Household.

SOMETHING FOR THE NEW WOMAN.

Not the Woman of Bloomers and Cigarettes—She is Intellectual and Full of Good Sense—Points for a Housewife That Will Often Find a Use.

Yes, here are the new tea-cups, and they will be set out every Saturday. You will come often and stay for a few moments, won't you, and we can have a chat while you and I are sipping our island-grown tea. Do you know what a fine aroma our Hawaiian tea has? We will have it here, but we can have other kinds too. There are so many subjects I shall be glad to touch on, if only for a moment, and it is an inspiration to brush up against ideas that are original with the one who ventilates them. Do imprison your new ideas and hold them fast till you can come and let them try their wings here first.

Our informal tea will be a capital time to talk about our homes and our servants, if we like, our babies and our ambitions, our reading and our thinking. We are interested in following the trend of what women are thinking and accomplishing the world over in this end of the century. So, of course, we must talk of the new woman. Don't you think that you and I are just a little more interested in what women are now attempting than in what men are gloriously working out—men who have been at-tempting for centuries?

I confess to a feeling that woman's work should take its place according to merit, not sex. I shall be heartily glad when, especially as workers, women shall cease to be new, and when the work, no longer the worker, shall be considered. To me the Woman's Building in the beautiful White City was a painful reminder of our newness. But we are new. We cannot help it. Now is a transition period, a stage of growth in which we are self-conscious, occupied in many hitherto untried ways, and therefore awkward. We make many blunders. We are taking ourselves a bit too seriously, blunders and all. Men do not understand us, we do not understand ourselves, and certainly we do not understand men. But education will be our balance-wheel, and experience, blue stockings and amazons may be the outriders of the forces of rational, well-equipped women to follow, but they will not be the rank and file.

The higher education, which is to bring the real new woman, and which women are demanding, is to cultivate thinking. When reason is our basis of action and not impulse or convention or habit, where the training is adequate for life's needs, and knowledge is wide and accurate, the higher life of mankind will come. Women will then make a just estimate of life, will take life as it is, and without being hampered by ignorance and false pride, will, with man's help, find practical solutions to life's problems.

My definition of the new woman, then, is the strong woman, educated so as to be equal to every relation in her life.

Nor yet do we know what the best possible wife is, and the best mother and the best sister, for we have seen only a few, and they were widely scattered. We have no conception of what life would be with a city or a State or a country made up of women at their best. And so over the tea cups we will discuss the new woman. We will venture to say what we think, and think as freely as in us lies. We will talk of women and the far-reaching interests of women. Of course our talks will include men when the new women wish not to supplant, but to accompany children to school in the march of progress. Women, and men, too, are slowly coming to realize that men and women have each their work to do, and that it is done best when men and women are in harmony with each other and with their surroundings.

SYBIL.

The American Profile vs. the Greek.

In these days of the Gibson girls and Westell's women, the American type is much held before us. In Mr. Gibson's philosophy the American types are models for heroes of every nationality. Considering the great variety of types this is not so much poverty of resource as audacity on the part of the artist. Judgment of beauty by the profile—the simple outline—is regarded from an artist's standpoint as one of the severest tests, says an exchange. Some women are very handsome in profile and absolutely plain in full face. The success of the profile depends upon the length of the features and the construction of the back of the head, while the full face depends mainly upon the width of the face in proportion to its length, the line of the brows and the proportions of the mouth. It is undeniable that the American profile is not of classical beauty, and it cannot generally compare with that found in the Latin races. The nose is apt to be either too retreating or too long. Still, despite this peculiarity, we have here more variety of type and more originality than are to be found anywhere else in the world.

To an artist, the finest of all profiles is the Greek. The celebrated Psyche in the museum at Naples is one of the most perfect examples existing of Greek art. In some respects it is superior to the Venus de Milo or de Medici; it has more dignity and its chief characteristic is the continuation of one direct line from the forehead down the nose without a variation of the angle. The accent at the

end of the nose is not a curve, but two planes that more nearly approximate angles. The curve would be indicative of the Oriental race, which is not as highly bred as the Greek. In Greek sculpture the mouth is a little open. The best examples invariably indicate the lips as a little apart. The chin is heavy as a rule, and the eye is rather deep set. I mention these points incidentally, as furnishing a hint how to judge profile by the highest artistic standard known to exist.

In the Supreme Court of the Hawaiian Islands.

SEPTEMBER TERM, 1895.

JOHN EMMELUTH VS. JOHN COOK.

Before JUDG. C. J. FREAR, J., and Circuit Judge WHITING, in place of Bickerton, J., absent from illness.

A pledge of a benefit certificate, of the nature of a life insurance policy, in the absence of an agreement to the contrary, impliedly undertakes to keep the certificate alive so long as it remains as security, and if he fails to pay the assessments as they become due the pledgee may do so and recover the amount so paid from the pledgor in assumpsit, even though the payments were made by the pledgee after a repudiation of responsibility by the pledgor.

OPINION OF THE COURT, BY FREAR, J.

In January, 1892, the defendant, being unable to meet the assessments payable upon the benefit certificate of himself and his wife as companions of the American Legion of Honor, delivered the certificate to the plaintiff as security for advances to do so, the advances to bear interest at the rate of nine per cent. per annum. This action of assumpsit is brought to recover the advances so made from February 1, 1892, to January 3, 1895, amounting to \$2014.00 and \$142.11 interest.

The defendant claimed that he was not personally liable, that he did not promise to reimburse the plaintiff, but that the latter was to pay the assessments, if at all, solely on his own responsibility, and look for reimbursement only to the moneys payable on the certificate upon the death of the defendant or his wife respectively, the certificates being some of the nature of life insurance policies. He also claimed that, whatever may have been the agreement prior to September, 1894, he was in no way liable for payments made thereafter, as he had at that time repudiated all responsibility in the matter.

The jury, however, in finding for the plaintiff for the full amount of the claim, must have found, in view of the evidence and the instructions of the Court, that all assessments paid by the plaintiff up to September, 1894, were paid by him at the request of the defendant and upon the promise of the defendant to reimburse him as soon as he, the defendant, should be able to do so; that the defendant was able to do so, he having become entitled to a legacy of several times the amount of the claim; and that the certificates were held by the plaintiff as security for the repayment of the advances.

The only question to be considered on the exceptions is whether the jury were correctly charged in substance that upon these facts the law would imply a promise on the part of the defendant to repay assessments advanced even after notice to discontinue them, if it were necessary for the plaintiff to pay them in order to preserve his security for the prior payments.

It is well settled that where one is obliged to pay for his own protection what it is the duty of another to pay, the law implies both a request to pay and a promise to reimburse. It must be taken as a fact in this case that the plaintiff was obliged to make the subsequent payments in order to preserve his security for the prior payments, for the certificates would become void if the assessments were not paid. Was it, however, the duty of the defendant to keep the certificate or policy alive until he had paid to the plaintiff the amount of the debt for which the certificate was pledged as security? This question is not without difficulty, but it seems to us upon general principles that, in the absence of an agreement to the contrary, when one pledges a security of this nature, he impliedly undertakes to keep it alive for the benefit of the pledgee so long as it remains as security for his debt, and that therefore, upon his default, the pledgee is entitled to do what he, the pledgor, should have done and to look to him for reimbursement. This seems to be the law elsewhere in the case of pledges of ordinary policies of insurance so far as can be judged from references in text books to cases which are not in our library. See, for instance, Biddle on Ins., Secs. 325, 329, and 18 Am. & Eng. Enc. 658, Note 4. And the reason would seem to be stronger in cases of benefit certificates of the kind in question which possess no cash or paid up value upon surrender.

The other questions raised by the bill of exceptions were abandoned. The exceptions are overruled. Carter & Kinney and S. M. Ballou, for plaintiff; J. A. Magoon and Paul Neumann, for defendant.

Honolulu, October 14, 1895.

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